

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re: Brian Rautenberg,

Debtor.

Case No. BKY 13-44870

Chapter 13

STIPULATION

BANK OF AMERICA, N.A. as a servicing agent on behalf of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2006-D and the Debtor hereby stipulate and agree as follows:

1. Creditor's claim shall be allowed as a non-priority general unsecured claim and shall be paid as such in accordance with the Debtor's Chapter 13 Plan.
2. The avoidance of Creditor's second lien is contingent upon the Debtor's completion of the Chapter 13 plan and the Debtor's receipt of a Chapter 13 discharge.
3. Creditor shall retain its lien for the full amount due under the subject loan should the subject property be sold or should a refinance take place prior to the Chapter 13 Plan completion and entry of a Discharge.
4. Creditor shall retain its lien for the full amount due under the subject loan in the event of either the dismissal of the Debtor's Chapter 13 case or the conversion of the Debtor's Chapter 13 case to any other Chapter under the United States Bankruptcy Code.
5. In the event that any entity, including the holder of the first lien on the Subject Property, forecloses on its security interest and extinguishes Creditor's lien prior to the Debtor's completion of the Chapter 13 Plan and receipt of a Chapter 13 discharge, Creditor's lien shall attach to the surplus proceeds of the foreclosure sale for the full amount of the subject loan balance at the time of the sale.
6. Upon receipt of the Debtor's Chapter 13 discharge and completion of their Chapter 13 Plan, Creditor shall release and re-convey the Deed of Trust within a reasonable time.

7. In the event that the property is destroyed or damaged, pursuant to the mortgage, Creditor is entitled to its full rights as a loss payee with respect to the insurance proceeds and has a security interest in such proceeds up to the entire balance due on the mortgage.

8. Each party shall bear their own attorneys' fees and costs incurred in the present case 13-44870.

Dated: December 27, 2013

MARSO AND MICHELSON, P.A.

By: s/Patrick L. Hayes

Patrick L. Hayes (0389869)

Attorneys for Debtor

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Minneapolis, Minnesota 55408

Telephone: 612-821-4817

Dated: December 27, 2013

GURSTEL CHARGO, P.A.

By: 

Spencer J. Seamans (0388019)

Attorneys for Bank of America, N.A.

As Servicing Agent for The Bank of
New York Mellon

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ORDER

This case came before the Court on the Debtors' Motion to Determine the Value of Secured Claim held by The Bank of New York Mellon. Parties entered into a Stipulation to resolved Debtor's Motion to Value. Based on the file, record and proceedings herein,

IT IS ORDERED:

Parties Stipulation is hereby **GRANTED**.

Dated: _____

United States Bankruptcy Judge

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CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2014, I caused the following documents:

Stipulation and Proposed Order

to be electronically filed through the ECF filing system and served upon the trustee, US Trustee, and any partying requesting notice via email through the ECF filing system.

Dated: January 9, 2014

MARSO AND MICHELSON, P.A.

By: s/Patrick L. Hayes

Patrick L. Hayes (0389869)

Attorneys for Debtors

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Minneapolis, Minnesota 55408

Telephone: 612-821-4817